

NATASHA C., a minor, individually,	:	IN THE UNITED STATES DISTRICT COURT
and by her father, GERALD C., and	:	FOR THE EASTERN DISTRICT OF
GERALD C., individually	:	PENNSYLVANIA
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	No. 03-1903
VISIONQUEST, LTD., VISIONQUEST	:	
NATIONAL, LTD., VISIONQUEST	:	
LODGE MAKERS, INC.,	:	
VISIONQUEST NONPROFIT	:	
CORPORATION, and DARRELL	:	
STEACH, an individual and in his official	:	JURY TRIAL DEMANDED
capacity as an employee of VisionQuest.	:	
	:	
Defendants.	:	

PLAINTIFF'S MOTION TO NULLIFY SETTLEMENT AGREEMENT OR, IN THAT  
ALTERNATIVE, SEEKING ENFORCEMENT OF SETTLEMENT  
AGREEMENT AND IMPOSITION OF SANCTIONS

AND NOW, comes the plaintiffs, by and through their counsel, Kelly B. Stapleton, Esq., and Samuel H. Clark, Esq., to file this Motion and in support thereof aver as follows:

1. Jury trial in the instant matter was scheduled to begin on July 6, 2004.
2. On the morning of July 6, 2004, after appearing before the court on pretrial matters and immediately prior to the beginning of jury selection, the parties were able to reach a settlement.
3. The terms of the settlement agreement were deemed confidential.
4. The terms of the settlement were disclosed to the court.
5. Plaintiffs completely fulfilled all of their obligations under the settlement agreement on July 21, 2004.
6. The undersigned wrote to defendant's counsel on August 10, 2004, concerning defendant's failure to perform in accordance with the settlement agreement.

7. Defendant's counsel never responded to the August 10, 2004, correspondence, until the same was discussed when the undersigned telephoned defendant's counsel on or about August 13, 2004. Defendant's counsel stated performance should have occurred prior to that date.

8. The undersigned again wrote to defendant's counsel on August 18, 2004, requesting defendant's performance in accordance with the settlement agreement.

9. The undersigned again followed up by telephone with defendant's counsel and was advised defendant's performance was forthcoming.

10. To date defendants have failed and refused to abide by the settlement agreement and fulfill their obligations therein.

WHEREFORE, Plaintiffs respectfully request this Honorable Court enter and Order deeming the settlement agreement reached between plaintiffs and defendants null and void, or, in the alternative, Order defendants to fulfill their settlement obligations and impose sanctions and penalties as the court deems just and appropriate.

HOLSINGER, CLARK & ARMSTRONG, P.C.

BY: /s/ Samuel H. Clark  
Samuel H. Clark, Esq.  
Attorney for the Plaintiffs